

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case Number 17-13164

Honorable David M. Lawson

ICHIBAN JAPANESE RESTAURANT,
LLC d/b/a ICHIBAN JAPANESE
STEAKHOUSE,

Defendant.

_____ /

CONSENT DECREE

The Equal Employment Opportunity Commission (the “EEOC” or the “Commission”) instituted this action against the Defendant, Ichiban Japanese Restaurant, LLC, d/b/a Ichiban Japanese Steakhouse (the “Defendant”) pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e-17 (“Title VII”), Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a (“Title I”), and the Pregnancy Discrimination Act (“PDA”) of 1978, 42 U.S.C. § 2000e(k), to correct unlawful employment practices on the basis of sex (pregnancy) and to provide appropriate relief to the Charging Party, Rachel Creech-Schultz and to a class of similarly situated women. The Commission and the Defendant agree that this action should be resolved by entry of this Consent Decree.

This Consent Decree shall be a final and binding settlement in full disposition of all claims raised in the complaint filed by the Commission in Case Number 17-13164. It is therefore the finding of this Court, made on the

pleadings and record as a whole, that: 1) the Court has jurisdiction over the parties and subject of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by entry of this Consent Decree; and 3) this Consent Decree resolves all matters in controversy between the parties as provided below.

Accordingly, all of the following hereby is **ORDERED, ADJUDGED AND DECREED:**

MONETARY RELIEF

1. Defendant shall pay a total of \$35,000 to resolve this case. Defendant shall pay Rachel Creech-Schultz the total sum of \$30,000. Of this monetary payment, \$10,000 shall be considered back pay, and \$20,000 shall be considered compensatory and punitive damages. Defendant shall issue a W-2 to Creech-Shultz for the amount designated as back pay, less appropriate taxes and withholdings, and a 1099-MISC to Creech-Schultz for the remaining amounts in the ordinary course of business. Defendant shall make three payments of \$10,000 each to Creech-Shultz and shall make its compensatory damages payments first. Defendant shall make the first \$10,000 payment of compensatory damages on or before December 15, 2017. Defendant shall make its second \$10,000 payment of compensatory damages on or before January 15, 2018, and Defendant shall make its third \$10,000 payment of back pay less appropriate taxes and withholdings on or before February 15, 2018.

2. Defendant shall also pay Nicole Mayo and Savannah Armstrong each \$2,500 in compensatory damages. Defendant shall issue a 1099-MISC to Mayo and Armstrong in the ordinary course of business. Defendant shall make the payments of \$2,500 to Mayo and Armstrong on or before December 15, 2017.

3. Defendant shall not deduct the amount of the employer's share of any costs, taxes, or social security payments required by law to be paid by the Defendant. Further, Defendant will not withhold any amounts from payment of compensatory and punitive damages.

4. Payment of the monetary relief shall be mailed to Rachel Creech-Schultz, Nicole Mayo and Savannah Armstrong at the addresses provided by counsel for the Commission. A copy of each check shall be mailed to Kenneth L. Bird, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 within three (3) calendar days of making these payments.

NON-DISCRIMINATION AND RETALIATION

5. Defendant and its officers, agents, employees and successors are enjoined from firing pregnant employees, requiring pregnant employees to resign, or otherwise discriminating against any employee on the basis of pregnancy.

6. Defendant and its officers, agents, employees, and successors are enjoined for the duration of this Decree from retaliating against any employee

because s/he: (i) opposes discriminatory practices made unlawful by the PDA; (ii) files a charge of discrimination or assists or participates in the filing of such a charge; or (iii) assists or participates in an investigation or proceeding brought under the Federal laws prohibiting discrimination or retaliation.

TRAINING

7. Within thirty (30) days after the Consent Decree has been entered by the Court, Defendant shall provide mandatory training to all of its employees, including its hostesses, servers, bartenders, supervisors, managers, and owners that will focus on the requirements of the Pregnancy Discrimination Act. This training shall include training on stereotypes and myths surrounding pregnant employees. This training shall be provided on a semi-annual basis for the duration of this Consent Decree and cannot be conducted by an employee of Defendant. In addition, this training shall be provided to each new employee within thirty (30) days of being hired.

8. Within 30 days after each mandatory training program, Defendant will provide the Commission with a list of all attendees and certify that all of its employees, supervisors, managers, human resources personnel and in-house counsel have been trained. This information shall be provided via mail to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and shall also be submitted via email to monitoring-eeoc-into@eeoc.gov.

NOTICE POSTING

9. Defendant shall post the Notice attached as Attachment A in a conspicuous place where employees' notices are posted and mail a copy of the notice to all of its employees. This Notice shall be posted throughout the term of this Consent Decree. Should the notice become defaced, marred or otherwise made unreadable, Defendant will post a readable copy of the Notice in the same manner as soon as practicable.

REPORTING

10. All notices required by this Consent Decree shall be provided via mail to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and shall also be submitted via email to monitoring-eeoc-into@eeoc.gov.

11. Defendant shall provide written verification within thirty (30) days of entry of the Consent Decree that it has posted and mailed the notice attached as Attachment A as required in paragraph 9 above.

DISPUTE RESOLUTION AND COMPLIANCE

12. The Commission shall have the right during regular business hours defined as Monday through Sunday, 11:00 am – 10:00 pm, EST, to enter and inspect Defendant's premises to ensure compliance with this Decree.

13. The Court shall retain jurisdiction to enforce this Consent Decree through December 12, 2020. Upon motion of the Commission, the Court may schedule a hearing for the purpose of considering allegations of non-

compliance with this Consent Decree. The parties shall engage in a good-faith effort to resolve any dispute as to compliance prior to seeking review by the Court and the Commission shall give notice to Defendant ten calendar (10) days before moving the Court for such review.

14. The Commission may review compliance with this Decree. As part of such review, the Commission may interview Defendant's employees, and examine and copy Defendant's documents which are pertinent to the Commission's allegations of non-compliance.

15. In the event the Court finds that Defendant has not complied with any provision of this Decree, and the Commission petitions the Court to order Defendant to comply, the Commission is entitled to a penalty of \$500 per day until Defendant is in compliance with the Decree again. The Court may enter an Order requiring the payment of this daily \$500 penalty, in addition to all attorney's fees and costs incurred by the Commission to enforce the Decree.

16. In the event the Court determines that Defendant has not complied, in addition to the penalty amount set forth above, the Court may order appropriate relief including an extension of the Decree for the time necessary to remedy non-compliance, an award of attorney's fees and costs, and an award of fines for contempt of court.

DURATION

17. This term of this Consent Decree shall be three years commencing on December 12, 2017 and ending on December 12, 2020.

MISCELLANEOUS

18. Except as otherwise provided in paragraphs 15 and 16, each party shall bear its costs and attorney's fees incurred as a result of this action through the filing of this Consent Decree.

19. If any provision of this Consent Decree is found to be unenforceable, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

20. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Defendant. Before selling any or all of the business, Defendant shall notify all potential buyers and bidders of this Decree and its terms. Among other things, the notice shall include a copy of this Decree, personally served by Defendant.

21. Any modifications to this Consent Decree must be approved by the Court.

Dated: December 12, 2017

s/David M. Lawson
DAVID M. LAWSON
United States District Judge

Consented to by:

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

**ICHIBAN JAPANESE
RESTAURANT, LLC, d/b/a
ICHIBAN JAPANESE
STEAKHOUSE**

/s/ Nedra Campbell
NEDRA CAMPBELL (P58768)
Trial Attorney
DETROIT FIELD OFFICE
Patrick V. McNamara Federal Bldg.
Detroit, Michigan 48375
477 Michigan Ave, Room 865
Detroit, Michigan 48226
(313) 226-3410
Nedra.Campbell@eeoc.gov
Dated: December 4, 2017

/s/ Scott Powell
Scott R. Powell (P44080)
Law Offices of Scott R. Powell, PC
Counsel for Defendant
5227 Scio Church Road
Ann Arbor, Michigan 48103
scottpowell@aol.com
Dated: December 4, 2017

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on December 12, 2017.

s/Susan Pinkowski
SUSAN PINKOWSKI

ATTACHMENT A

NOTICE TO ALL EMPLOYEES

The following notice is being posted pursuant to the terms of a Consent Decree reached between the parties in EEOC v. Ichiban Japanese Restaurant, LLC d/b/a Ichiban Japanese Steakhouse filed in the United States District Court for the Eastern District of Michigan, Civil Action Number 17-13164.

The Pregnancy Discrimination Act (PDA) prohibits discrimination against any applicant or employee based on pregnancy, childbirth, or related medical conditions. 42 U.S.C. § 2000e(k). Under this federal law, a pregnant woman is protected against such practices as being fired or denied a job or promotion merely because she is pregnant.

The U.S. Equal Employment Opportunity Commission ("EEOC") is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of the PDA. Any employee who believes that s/he is the victim of discrimination or harassment has the legal right to file a charge of discrimination with the EEOC. Any employee who believes that s/he has suffered discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, or genetic information, or has been retaliated against because s/he has engaged in activity protected by these laws has the right to contact the EEOC directly at 1-800-669-4000. In compliance with federal law, Ichiban will not retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart, the Michigan Department of Civil Rights.

ICHIBAN JAPANESE RESTAURANT, LLC.

By:_____ Date _____

This Notice shall remain posted for three years, until December 12, 2020.